

Ashok Ramani (SBN 200020)  
ashok.ramani@davispolk.com  
David J. Lisson (SBN 250994)  
david.lisson@davispolk.com  
Micah G. Block (SBN 270712)  
micah.block@davispolk.com  
Gareth E. DeWalt (SBN 261479)  
gareth.dewalt@davispolk.com  
Philip T. Sheng (SBN 278422)  
philip.sheng@davispolk.com  
Serge A. Voronov (SBN 298655)  
serge.voronov@davispolk.com  
DAVIS POLK & WARDWELL LLP  
1600 El Camino Real  
Menlo Park, California 94025  
Telephone: (650) 752-2000  
Facsimile: (650) 752-2111

*Attorneys for Defendants*

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

ROVI GUIDES, INC.,

Plaintiff,

v.

COMCAST CORPORATION;  
COMCAST CABLE  
COMMUNICATIONS, LLC;  
COMCAST CABLE  
COMMUNICATIONS  
MANAGEMENT, LLC; COMCAST  
BUSINESS COMMUNICATIONS,  
LLC; COMCAST HOLDINGS  
CORPORATION; COMCAST  
SHARED SERVICES, LLC;  
COMCAST OF SANTA MARIA,  
LLC; and COMCAST OF LOMPOC,  
LLC,

Defendants.

) Case No. 2:19-cv-0275-AG (FFMx)

)  
)  
) **DEFENDANTS' ANSWER TO**  
) **PLAINTIFF'S AMENDED**  
) **COMPLAINT FOR PATENT**  
) **INFRINGEMENT**

) **DEMAND FOR JURY TRIAL**

1 Defendants Comcast Corporation, Comcast Cable Communications, LLC,  
 2 Comcast Cable Communications Management, LLC, Comcast Business  
 3 Communications, LLC, Comcast Holdings Corporation, NBCUniversal Shared  
 4 Services, LLC (formerly known as Comcast Shared Services, LLC), Comcast of  
 5 Santa Maria, LLC, and Comcast of Lompoc, LLC (collectively, “Comcast”<sup>1</sup>), by  
 6 their undersigned counsel, respond to the Amended Complaint for Patent  
 7 Infringement filed by Rovi Guides, Inc. (“Plaintiff” or “Rovi”) on March 7, 2019  
 8 (the “Amended Complaint”) as follows:

### 9 **SUMMARY OF ACTION**<sup>2</sup>

10 1. Admitted that in 2004, Comcast Corporation entered into a License  
 11 and Distribution Agreement (the “LDA”) with Gemstar-TV Guide International,  
 12 Inc. (“Gemstar”), a predecessor company to Rovi, that provided certain rights and  
 13 licenses to Comcast and its affiliates, including a patent license. Comcast lacks  
 14 knowledge or information sufficient to form a belief as to the truth of the  
 15 allegations in paragraph 1 concerning “every other major US Pay-TV provider”  
 16 and “Comcast’s Pay-TV competitors,” and therefore denies the same. The  
 17 remaining allegations of paragraph 1 are denied.

---

19  
 20 <sup>1</sup> Throughout this Answer, an admission or averment of a fact with respect to  
 21 “Comcast” constitutes an answer or averment of that fact with respect to at least  
 22 one named Comcast defendant, and not an admission or averment of that fact with  
 23 respect to all the named Comcast defendants. At least Comcast Corporation,  
 24 Comcast Holdings Corporation, and NBCUniversal Shared Services, LLC  
 25 (formerly known as Comcast Shared Services, LLC) have no involvement with any  
 of the allegedly infringing activities.

<sup>2</sup> Comcast repeats certain headings set forth in the Amended Complaint to simplify  
 comparison of the Amended Complaint and this Answer. By doing so, Comcast  
 makes no admission regarding the substance of the headings or any other  
 allegations of the Amended Complaint, and, unless otherwise stated, to the extent  
 that a particular heading can be construed as an allegation, Comcast denies it.

1           2.     Admitted that in 2004, Comcast Corporation entered into the LDA  
2 with Gemstar pursuant to which Comcast Corporation and its affiliates were  
3 granted a number of rights and licenses as set forth in the agreement, including a  
4 patent license, a trademark license, a data license, and a right to receive guide data.  
5 Further admitted that the LDA provided for a one-time payment to Gemstar of  
6 \$250 million and included nonmonetary terms of importance to Comcast  
7 Corporation and its affiliates. Comcast lacks knowledge or information sufficient  
8 to form a belief as to the truth of the allegations in paragraph 2 concerning the size  
9 of “Rovi’s US patent portfolio,” and therefore denies the same. The remaining  
10 allegations of paragraph 2 are denied.

11           3.     Admitted that the LDA expired on March 31, 2016. Comcast avers  
12 that the LDA speaks for itself. The remaining allegations of paragraph 3 are  
13 denied.

14           4.     Admitted that during negotiations prior to March 31, 2016, Rovi  
15 provided Comcast with notice of U.S. Patent Nos. 8,448,215 (“the ’215 patent”),  
16 7,735,107 (“the ’107 patent”), 7,873,978 (“the ’978 patent), and 8,272,019 (“the  
17 ’019 patent”). The remaining allegations of paragraph 4 are denied. To the extent  
18 that any allegation in paragraph 4 is intended as a basis for liability as to Comcast,  
19 it is denied.

20           5.     Admitted that Rovi has filed several patent infringement actions  
21 against Comcast in federal district courts and the International Trade Commission  
22 (“ITC”) since March 31, 2016. Admitted that Rovi has asserted 23 patents in its  
23 actions against Comcast prior to the current action. The remaining allegations of  
24 paragraph 5 are denied.

1           6.     Admitted that on November 21, 2017, the ITC issued a Limited  
2     Exclusion Order (“LEO”) and Cease and Desist Orders (“CDOs”) in *In re Certain*  
3     *Digital Video Receivers & Hardware & Software Components Thereof*, Inv. No.  
4     337-TA-1001. Comcast avers that the patents underlying those orders have since  
5     been found invalid by the Patent Trial and Appeal Board (“PTAB”). The  
6     remaining allegations of paragraph 6 are denied.

7           7.     Denied.

8           8.     Comcast denies the allegations in paragraph 8 directed at Comcast.  
9     Comcast avers that many of Rovi’s patents have been found invalid and/or not  
10    infringed. Comcast lacks knowledge or information sufficient to form a belief as  
11    to the truth of the allegations in paragraph 8 concerning “[v]irtually the entire US  
12    Pay-TV industry” or “every major Pay-TV provider in the United States” and  
13    therefore denies the remaining allegations of paragraph 8.

14          9.     Admitted that during the course of negotiations between Comcast and  
15    Rovi, Rovi presented Comcast with information relating to certain patents in  
16    Rovi’s patent portfolio. Comcast lacks knowledge or information sufficient to  
17    form a belief as to the truth of the allegations in paragraph 9 concerning “Rovi’s  
18    patent portfolio” more generally and therefore denies those allegations. The  
19    remaining allegations of paragraph 9 are denied.

20          10.    Admitted that “some of the Asserted Patents will expire before or  
21    shortly after trial.” The remaining allegations of paragraph 10 are denied.

**THE PARTIES**

**ROVI**

11. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 11, and therefore denies the same.

12. Denied that Rovi is a global leader in digital entertainment solutions and that Rovi's "market-leading" solutions enable the proliferation of access to media on electronic devices. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 12, and therefore denies the same.

13. Denied that Rovi companies are and have been pioneers in media technology and that Rovi has continued to innovate since 1981. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 13, and therefore denies the same.

14. Denied that Rovi's patented inventions are "must-haves" for television, other media service providers, and the consumer electronics industry. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 14, and therefore denies the same.

15. Denied that Comcast has taken a license to a portfolio of Rovi's patents "[i]n recognition of the importance and value of Rovi's patented technologies and Rovi's role as an innovator." Comcast lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 15, and therefore denies the same.

16. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 16, and therefore denies the same.



1 Admitted that Comcast Business Communications, LLC is an indirect subsidiary of  
2 Comcast Corporation. The remaining allegations of paragraph 21 are denied.

3 22. Admitted that Comcast Holdings Corporation is a Pennsylvania  
4 corporation, with its principal place of business at One Comcast Center, 1701 John  
5 F. Kennedy Blvd., Philadelphia, Pennsylvania, 19103. Admitted that Comcast  
6 Holdings Corporation is a direct subsidiary of Comcast Corporation. The  
7 remaining allegations of paragraph 22 are denied.

8 23. Comcast avers that NBCUniversal Shared Services (formerly known  
9 as Comcast Shared Services, LLC) is a Delaware limited liability company and  
10 that its principal place of business is 30 Rockefeller Plaza, New York, NY 10112.  
11 Admitted that NBCUniversal Shared Services, LLC is an indirect subsidiary of  
12 Comcast Corporation. The remaining allegations of paragraph 23 are denied.

13 24. Admitted that Comcast of Santa Maria, LLC is a Delaware limited  
14 liability company and that its principal place of business is One Comcast Center,  
15 1701 John F. Kennedy Blvd., Philadelphia, Pennsylvania, 19103. Admitted that  
16 Comcast of Santa Maria, LLC is an indirect subsidiary of Comcast Corporation.  
17 The remaining allegations of paragraph 24 are denied.

18 25. Admitted that Comcast of Lompoc, LLC is a Delaware limited  
19 liability company and that its principal place of business is One Comcast Center,  
20 1701 John F. Kennedy Blvd., Philadelphia, Pennsylvania, 19103. Admitted that  
21 Comcast of Lompoc, LLC is an indirect subsidiary of Comcast Corporation. The  
22 remaining allegations of paragraph 25 are denied.

**JURISDICTION AND VENUE**

26. Admitted that Rovi purports to bring an action for patent infringement under the United States Patent laws, 35 U.S.C. § 1, *et seq.* Comcast does not contest federal subject-matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338(a). Denied that venue is proper as to Comcast Corporation, Comcast Holdings Corporation and NBCUniversal Shared Services, LLC. For purposes of this action only, Comcast does not contest that venue is proper as to Comcast Cable Communications, LLC, Comcast Cable Communications Management, LLC, Comcast Business Communications, LLC, Comcast of Santa Maria, LLC and Comcast of Lompoc, LLC. To the extent that any allegation in paragraph 26 is intended as a basis for liability as to Comcast, it is denied. The remaining allegations of paragraph 26 are denied.

27. Admitted that Rovi purports to bring an action for patent infringement regarding Comcast's Xfinity TV Service. The remaining allegations of paragraph 27 are denied.

28. Comcast avers that no answer to paragraph 28 is required. To the extent that an answer is required or any allegation in paragraph 28 is intended as a basis for liability as to Comcast, it is denied.

29. Admitted that subsidiaries of Comcast Cable Communications, LLC operate Xfinity stores at locations in the Central District of California. Admitted that subsidiaries of Comcast Cable Communications, LLC lease the premises where Xfinity stores are located in the Central District of California and that these stores are staffed by persons employed by one or more subsidiaries of Comcast Cable Communications, LLC. The remaining allegations of paragraph 29 are



1 denied. To the extent that any allegation in paragraph 29 is intended as a basis for  
2 liability, it is denied.

3 30. Denied.

4 31. Denied.

5 32. Comcast does not contest that venue is proper as to Comcast Cable  
6 Communications, LLC, for purposes of this action only. Comcast Cable  
7 Communications, LLC does not contest this Court's personal jurisdiction over it  
8 for purposes of this action only. The remaining allegations of paragraph 32 are  
9 denied. To the extent that any allegation in paragraph 32 is intended as a basis for  
10 liability as to Comcast, it is denied.

11 33. Comcast does not contest that venue is proper as to Comcast Cable  
12 Communications Management, LLC, for purposes of this action only. Comcast  
13 Cable Communications Management, LLC does not contest this Court's personal  
14 jurisdiction over it for purposes of this action only. The remaining allegations of  
15 paragraph 33 are denied. To the extent that any allegation in paragraph 33 is  
16 intended as a basis for liability as to Comcast, it is denied.

17 34. Comcast does not contest that venue is proper as to Comcast of Santa  
18 Maria, LLC, for purposes of this action only. Comcast of Santa Maria, LLC does  
19 not contest this Court's personal jurisdiction over it for purposes of this action  
20 only. Admitted that Comcast of Santa Maria, LLC maintains at least one office  
21 and/or facility in the Central District of California. To the extent that any  
22 allegation in paragraph 34 is intended as a basis of liability as to Comcast, it is  
23 denied. The remaining allegations of paragraph 34 are denied.

1           35. Comcast does not contest that venue is proper as to Comcast of  
2 Lompoc, LLC, for purposes of this action only. Comcast of Lompoc, LLC does  
3 not contest this Court's personal jurisdiction over it for purposes of this action  
4 only. Admitted Comcast of Lompoc, LLC maintains at least one office and/or  
5 facility in the Central District of California. To the extent that any allegation in  
6 paragraph 35 is intended as a basis for liability as to Comcast, it is denied. The  
7 remaining allegations of paragraph 35 are denied.

8           36. Comcast denies that this Court has personal jurisdiction over Comcast  
9 Corporation, Comcast Holdings Corporation and NBCUniversal Shared Services,  
10 LLC (formerly known as Comcast Shared Services, LLC). Comcast further denies  
11 that venue is proper as to Comcast Corporation, Comcast Holdings Corporation  
12 and NBCUniversal Shared Services, LLC. To the extent that any allegation in  
13 paragraph 36 is intended as a basis for liability as to Comcast, it is denied.

14           37. For purposes of this action only, Comcast does not contest that venue  
15 is proper as to Comcast Cable Communications, LLC, Comcast Cable  
16 Communications Management, LLC, Comcast Business Communications, LLC,  
17 Comcast of Santa Maria, LLC and Comcast of Lompoc, LLC. Comcast lacks  
18 knowledge or information sufficient to form a belief as to the truth of the  
19 allegations in paragraph 37 concerning the location of Rovi's primary office,  
20 number of employees who work there, and whether potential testifying witnesses  
21 are among those employees. The remaining allegations of paragraph 37 are  
22 denied.

**FACTUAL BACKGROUND**

**ROVI**

38. Denied.

39. Denied that the Rovi family of companies “has been a pioneer and recognized leader in media technology, including the technology used to facilitate consumer access to television and other audiovisual media.” Denied that “Rovi’s market-leading digital entertainment solutions enable the proliferation of access to media on electronic devices.” Comcast lacks knowledge or information sufficient to form a belief as to whether “Rovi’s solutions are used by companies worldwide,” and therefore denies the same. The remaining allegations of paragraph 39 are denied.

40. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 40, and therefore denies the same.

41. Denied that “United Video’s innovations established itself [sic] as a pioneer in digital broadcasting and interactive program guide technology.” Denied that United Video’s technologies are, or were, important features for the cable industry. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 41, and therefore denies the same.

42. Denied that the Rovi family of companies is “the frontrunner in the program guide industry.” Comcast lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 42, and therefore denies the same.

1           43. Comcast lacks knowledge or information sufficient to form a belief as  
2 to the truth of the allegations in paragraph 43, and therefore denies the same.

3           44. Comcast lacks knowledge or information sufficient to form a belief as  
4 to the truth of the allegations in paragraph 44, and therefore denies the same.

5           45. Denied that Rovi has a “leadership position in this industry.”  
6 Comcast lacks knowledge or information sufficient to form a belief as to the truth  
7 of the remaining allegations in paragraph 45, and therefore denies the same.

8           46. Comcast lacks knowledge or information sufficient to form a belief as  
9 to the truth of the allegations in paragraph 46, and therefore denies the same.

10          47. Comcast lacks knowledge or information sufficient to form a belief as  
11 to the truth of the allegations in paragraph 47, and therefore denies the same.

12          48. Comcast lacks knowledge or information sufficient to form a belief as  
13 to the truth of the allegations in paragraph 48, and therefore denies the same.

14          49. Comcast admits that the website cited in footnote 5 states that  
15 Technology and Engineering Emmy® awards in general relate to “developments  
16 and/or standardization involved in engineering technologies which either represent  
17 so extensive an improvement on existing methods or are so innovative in nature  
18 that they materially have affected the transmission, recording, or reception of  
19 television.” Comcast lacks knowledge or information sufficient to form a belief as  
20 to the truth of the remaining allegations in paragraph 49, and therefore denies the  
21 same.

22          50. Comcast lacks knowledge or information sufficient to form a belief as  
23 to the number of Rovi patents issued or pending worldwide, and therefore denies  
24 the same. The remaining allegations in paragraph 50 are denied.

51. Denied that Comcast has recognized “[t]he strength of Rovi’s patent portfolio” or “acknowledged the value of Rovi’s innovations.” Admitted that in 2004, Comcast Corporation entered into the LDA with Gemstar pursuant to which Comcast Corporation and its affiliates were granted a number of rights and licenses as set forth in the agreement, including a patent license, a trademark license, a data license, and a right to receive guide data. Further admitted that the agreement provided for a one-time payment to Gemstar of \$250 million and included nonmonetary terms of importance to Comcast Corporation and its affiliates. Denied that Comcast “decided to free ride” and “refus[ed] to renew its license and compensate Rovi.” Comcast lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 51, and therefore denies the same. To the extent that any allegation in paragraph 51 is intended as a basis for liability as to Comcast, it is denied.

52. Comcast denies that it infringes any valid and enforceable claim of the Asserted Patents. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 52, and therefore denies the same.

# COMCAST

53. Admitted that Comcast Corporation’s 2002 Form 10-K states that “[a]s a result of the Broadband acquisition, we are the largest cable operator in the United States.” The remaining allegations of paragraph 53 are denied.

54. Admitted that Comcast Corporation's 2004 Form 10-K states that "Our subscriber growth is attributable to new and improved products and advanced services in our digital cable and high-speed Internet services. These include video

1 on demand (“VOD” or “On Demand”), high-definition television (“HDTV”)  
2 programming and digital video recorders (“DVR”s) in our video services and a fast  
3 and reliable network, enhanced Internet portal, video mail and additional content in  
4 our high-speed Internet services[.]” Admitted that Comcast Corporation’s 2004  
5 Form 10-K states that “[d]uring 2004, we expanded our efforts to acquire and  
6 develop technology that will drive product differentiation and new applications and  
7 extend our nationwide fiber-optic network.” The remaining allegations of  
8 paragraph 54 are denied.

9 55. Denied that Comcast entered into a license agreement with Gemstar  
10 “to secure the growth in its ‘advanced services.’” Admitted that in 2004, Comcast  
11 Corporation entered into the LDA with Gemstar pursuant to which Comcast  
12 Corporation and its affiliates were granted a number of rights and licenses as set  
13 forth in the agreement, including a patent license, a trademark license, a data  
14 license, and a right to receive guide data. Admitted that also in 2004, Comcast  
15 IPG/JV, LLC, Comcast Corporation, and IPG Development Venture, LLC  
16 executed a Joint Venture Agreement with Gemstar. Admitted that Comcast  
17 Corporation’s 2004 Form 10-K, states that “[d]uring 2004, we expanded our efforts  
18 to acquire and develop technology that will drive product differentiation and new  
19 applications and extend our nationwide fiber-optic network. We achieved these  
20 objectives in 2004 through strategic agreements signed with Gemstar-TV Guide  
21 and Microsoft, which enable us to control and develop the enhancement of the user  
22 interface and the functionality of our service offerings, such as our interactive  
23 programming guide and our VOD and DVR service. In addition, we and Gemstar  
24  
25

1 formed an entity to develop and enhance interactive programming guides.” The  
2 remaining allegations of paragraph 55 are denied.

3 56. Denied.

4 57. Admitted that Comcast’s website, as cited in footnote 8, states that in  
5 2004 “Comcast sign[ed] strategic agreements with Gemstar-TV Guide and  
6 Microsoft to develop enhancements to the user interface and the functionality of its  
7 service offerings. Comcast and Gemstar form[ed] an entity to develop and  
8 enhance interactive programming guides.” The remaining allegations of paragraph  
9 57 are denied.

10 58. Admitted that Comcast Corporation’s 2004 Form 10-K states that  
11 “[o]ur subscriber growth is attributable to new and improved products and  
12 advanced services in our digital cable and high-speed Internet services. These  
13 include video on demand (‘VOD’ or ‘On Demand’), high-definition television  
14 (‘HDTV’) programming and digital video recorders (‘DVR’s) in our video services  
15 and a fast and reliable network, enhanced Internet portal, video mail and additional  
16 content in our high-speed Internet services[.]” Admitted that Comcast  
17 Corporation’s 2004 Form 10-K states that “[o]ur cable systems compete with a  
18 number of different sources that provide news, information and entertainment  
19 programming to consumers.” The remaining allegations of paragraph 58 are  
20 denied.

21 59. Denied.

22 60. Admitted that Rovi and Comcast terminated their Joint Venture in  
23 2010. Admitted that Comcast STB Software I, LLC, Comcast Corporation and  
24 Rovi Guides (f/k/a Gemstar) entered into an Amended and Restated License and  
25

1 Distribution Agreement in 2010, pursuant to which Comcast and its affiliates were  
2 granted a license under Rovi's patents that was more expansive than the patent  
3 license granted in the 2004 LDA. Admitted that the April 21, 2015 press release  
4 from Rovi's website cited in footnote 10 states that Rick Rioboli, SVP, Comcast  
5 Metadata Products and Search Services, remarked that "Rovi has been a very  
6 important partner of ours for many years." The remaining allegations of paragraph  
7 60 are denied.

8 61. Admitted that in 2012 Comcast was licensed under Rovi's patents.  
9 Admitted that Comcast's website, as cited in footnote 11, states that "[i]n 2012,  
10 Comcast launched X1, a cloud-enabled video platform that transformed the TV  
11 into an interactive, integrated entertainment experience." The remaining  
12 allegations of paragraph 61 are denied.

13 62. Admitted that Comcast's website, as cited in footnote 12, states that  
14 "[i]n 2014, Comcast introduced the next generation of the X1 Entertainment  
15 Operating System™ designed to make navigation, search and discovery of content  
16 easier and quicker than ever before. The X1 gives customers an interactive TV  
17 experience, providing instant access to all of their entertainment." Admitted that in  
18 2014 Comcast was licensed under Rovi's patents. The remaining allegations of  
19 paragraph 62 are denied.

20 63. Denied.

21 64. Admitted that Comcast has an installed base of several million X1  
22 subscribers and that Comcast markets its X1 platform in the United States. To the  
23 extent that any allegation in paragraph 64 is intended as a basis for liability as to  
24 Comcast, it is denied. The remaining allegations of paragraph 64 are denied.





1 knowledge or information sufficient to form a belief as to the truth of the  
2 remaining allegations in paragraph 68, and therefore denies the same.

3 69. Admitted that Comcast describes the X1 Syndication Platform on its  
4 website at the link cited in footnote 19 as a service that “brings innovations and  
5 technologies from Comcast to global operators to improve their customers’  
6 experiences.”<sup>3</sup> Denied that Comcast has marketed its X1 platform to Suddenlink.  
7 Denied that Comcast’s X1 Syndication Platform competes with Rovi. Comcast  
8 lacks knowledge or information sufficient to form a belief as to the truth of the  
9 remaining allegations in paragraph 69, and therefore denies the same. To the  
10 extent that any allegation in paragraph 69 is intended as a basis for liability as to  
11 Comcast, it is denied.

12 70. Denied that any of Comcast’s products or services infringe any valid  
13 and enforceable claim of the Asserted Patents. Admitted that Comcast’s Xfinity  
14 Partner Program was announced on April 20, 2016. Admitted that Comcast’s  
15 website, as cited in footnote 21, states that “This app will provide access to our  
16 Xfinity TV cable service, including the Emmy-Award winning Xfinity TV guide,  
17 live and on demand programming and cloud DVR recordings, and will be available  
18 on partners’ smart TVs, TV-connected devices, and other IP-enabled video  
19 devices.” Admitted that the website cited in footnote 21 discusses the Xfinity TV  
20 Partner Program and describes the program as allowing partners to “leverage  
21 innovative user experiences, including an intuitive user interface, personalized  
22 content, and cloud DVR recordings.” The remaining allegations of paragraph 70  
23  
24

25 <sup>3</sup> *Transforming Your Customers’ Experience*, COMCAST TECHNOLOGY SOLUTIONS,  
<https://www.comcasttechnologiesolutions.com/our-portfolio/x1-platform>.

1 are denied. To the extent that any allegation in paragraph 70 is intended as a basis  
2 for liability as to Comcast, it is denied.

3 71. Denied.

#### 4 **COMCAST'S PRODUCTS AND SERVICES**

5 72. Admitted that Comcast Cable Communications, LLC and its  
6 subsidiaries provide Xfinity Home, Internet, TV and Digital Voice to subscribers.  
7 The remaining allegations of paragraph 72 are denied. To the extent that any  
8 allegation in paragraph 72 is intended as a basis for liability as to Comcast, it is  
9 denied.

10 73. Comcast avers that Comcast Cable Communications, LLC and its  
11 subsidiaries, not Comcast Corporation, or Comcast Holdings Corporation, or  
12 NBCUniversal Shared Services, LLC, provide Xfinity Home, Internet, TV and  
13 Digital Voice to subscribers. Admitted that certain of Comcast Cable  
14 Communications LLC's subsidiaries are listed in paragraph 73. Comcast avers  
15 that Comcast Corporation, Comcast Holdings Corporation, and NBCUniversal  
16 Shared Services, LLC do not exercise control over the business operations of  
17 Comcast Cable Communications, LLC or its subsidiaries. Except as expressly  
18 admitted or averred, the allegations of paragraph 73 are denied. To the extent that  
19 any allegation in paragraph 73 is intended as a basis for liability as to Comcast, it is  
20 denied.

21 74. Admitted that Xfinity services may be advertised, documented, or  
22 explained on the website [www.xfinity.com](http://www.xfinity.com). Comcast avers that Comcast Cable  
23 Communications, LLC, not Comcast Corporation, owns, operates, and maintains  
24 the website located at <http://www.xfinity.com>. Comcast further avers that Comcast  
25

1 Corporation has not solicited, and does not solicit, any customers. The remaining  
2 allegations of paragraph 74 are denied. To the extent that any allegation in  
3 paragraph 74 is intended as a basis for liability as to Comcast, it is denied.

4 75. Comcast avers that Comcast Cable Communications, LLC and its  
5 subsidiaries provide Xfinity Home, Internet, TV and Digital Voice to subscribers.  
6 Comcast avers that Comcast Corporation does not own or operate any cable  
7 systems, or sell, market, offer for sale, or provide any cable products or services  
8 within the state of California or anywhere else within the United States. Comcast  
9 further avers that Comcast Corporation does not exercise control over the business  
10 operations of any of its subsidiaries. Except as expressly averred, the allegations  
11 of paragraph 75 are denied. To the extent that any allegation in paragraph 75 is  
12 intended as a basis of liability as to Comcast, it is denied.

13 76. Admitted that Comcast Cable Communications, LLC markets Xfinity  
14 Home, Internet, TV and Digital Voice to subscribers. Admitted that Comcast  
15 Cable Communications, LLC's Xfinity services may be advertised on the website  
16 www.xfinity.com. The remaining allegations of paragraph 76 are denied. To the  
17 extent that any allegation in paragraph 76 is intended as a basis for liability as to  
18 Comcast, it is denied.

19 77. Admitted that Comcast Cable Communications, LLC and its  
20 subsidiaries have been involved in the design, testing, and implementation of  
21 Xfinity Home, Internet, TV and Digital Voice. Admitted that Comcast Cable  
22 Communications, LLC provides management and coordination of network  
23 elements used to deliver Xfinity services and oversees its regional subsidiaries.  
24 The remaining allegations of paragraph 77 are denied. To the extent that any  
25

1 allegation in paragraph 77 is intended as a basis for liability as to Comcast, it is  
2 denied.

3 78. Denied.

4 79. Admitted that Comcast does not manufacture the set-top boxes  
5 provided to Xfinity customers. The remaining allegations of paragraph 79 are  
6 denied.

7 80. Admitted that Comcast rents set-top boxes and provides user guides to  
8 subscribers. The remaining allegations of paragraph 80 are denied. To the extent  
9 that any allegation in paragraph 80 is intended as a basis of liability as to Comcast,  
10 it is denied.

11 81. Admitted that Comcast provides or makes available mobile  
12 applications that are intended to be used with its Xfinity services, including the  
13 Xfinity Stream application. The remaining allegations of paragraph 81 are denied.  
14 To the extent that any allegation in paragraph 81 is intended as a basis for liability  
15 as to Comcast, it is denied.

16 82. Comcast denies that it encourages the infringement of Rovi's patents.  
17 Admitted that the website cited in footnote 23 discusses a Comcast feature referred  
18 to as "X1 AnyRoom DVR." Admitted that paragraph 82 accurately quotes from  
19 the website cited in footnote 24. To the extent that any allegation in paragraph 82  
20 is intended as a basis for liability as to Comcast, it is denied. The remaining  
21 allegations of paragraph 82 are denied.

22 83. Comcast admits that Comcast promoted the X1 platform and Xfinity  
23 services. Admitted that Comcast developed its X1 platform. The remaining  
24 allegations of paragraph 83 are denied.

1           84.   Admitted that the website cited in footnote 25 states “[t]he licensing  
2 agreement with Pace comes not long after Comcast also licensed the RDK to  
3 Motorola Mobility, and marks further progress in its efforts to get vendors such as  
4 original equipment manufacturers (OEMs), semiconductor manufacturers, software  
5 vendors, software integrators and multichannel video programming distributors to  
6 create an ecosystem for new gear for cloud-based and hybrid video services like  
7 Comcast’s X1 service.” Comcast avers that the RDK software stack may be  
8 implemented on set-top boxes and is available from RDK Management LLC at no  
9 cost to licensed developers and vendors in an open-sourced manner. The  
10 remaining allegations of paragraph 84 are denied.

11           85.   Admitted that Comcast purchases set-top boxes from third parties.  
12 The remaining allegations of paragraph 85 are denied.

13           86.   Admitted that over half of Comcast’s residential video subscribers are  
14 on the X1 platform. Admitted that Comcast rents its set-top boxes to its  
15 subscribers. Admitted that the website cited in footnote 27 states that “Streampix  
16 is *not* designed as an out-of-footprint, over-the-top video service, much as  
17 commenters would like to pretend otherwise. It is a branded VOD offering,  
18 available on Comcast’s set-top boxes; its unique claim is simply that in assembling  
19 the service, Comcast set out to acquire full online rights as well, and highlighted  
20 the over-the-top access of the network.” Further admitted that the website cited in  
21 footnote 27 states “Comcast also is an industry leader in supporting Digital Living  
22 Network Alliance (‘DLNA’) standards that enable the networking of cable services  
23 from Comcast-supplied set-top boxes to third-party devices in the home.” To the  
24  
25

1 extent that any allegation in paragraph 86 is intended as a basis for liability as to  
2 Comcast, it is denied. The remaining allegations of paragraph 86 are denied.

3 87. Denied.

4 88. Admitted that Comcast Cable Communications, LLC promotes the  
5 use and distribution of the X1 platform and Xfinity services. The remaining  
6 allegations of paragraph 88 are denied.

### 7 LITIGATION

8 89. Admitted that on April 2, 2016, Rovi sued Comcast in two district  
9 court actions alleging infringement of various patents not asserted here. Admitted  
10 that one of these actions is fully stayed in the United States District Court for the  
11 Southern District of New York. Admitted that the other action is partially stayed  
12 in the United States District Court for the Southern District of New York. To the  
13 extent that any allegation in paragraph 89 is intended as a basis for liability as to  
14 Comcast, it is denied. The remaining allegations of paragraph 89 are denied.

15 90. Admitted that on April 6, 2016, Rovi brought an enforcement action  
16 against Comcast in the ITC alleging infringement of various patents not asserted  
17 here. Admitted that on November 21, 2017, the ITC issued an LEO and CDOs in  
18 that action. Comcast avers that the patents underlying those orders have since been  
19 found invalid by the PTAB. To the extent that any allegation in paragraph 90 is  
20 intended as a basis for liability as to Comcast, it is denied. The remaining  
21 allegations of paragraph 90 are denied.

22 91. Admitted that on January 10, 2018, Rovi sued Comcast in two district  
23 court actions alleging infringement of various patents not asserted here. Admitted  
24 that on February 8, 2018, Rovi filed an enforcement action against Comcast in the  
25

1 ITC alleging infringement of the same patents asserted in the two district court  
2 cases filed on January 10, 2018, none of which are asserted here. Admitted that  
3 both district court cases are stayed pending the resolution of the ITC action. To the  
4 extent that any allegation in paragraph 91 is intended as a basis for liability as to  
5 Comcast, it is denied. The remaining allegations of paragraph 91 are denied.

6 92. Denied.

7 **FIRST CLAIM FOR RELIEF**

8 **U.S. PATENT NO. 9,055,319**

9 93. Comcast incorporates by reference its responses contained in  
10 paragraphs 1-92 above as though fully set forth herein.

11 94. Denied.

12 95. Comcast lacks knowledge or information sufficient to form a belief as  
13 to the truth of the allegations in paragraph 95, and therefore denies the same.

14 96. Admitted that a document purporting to be the '319 patent is attached  
15 to the Amended Complaint as Exhibit A.

16 **The '319 Patent**

17 97. Comcast avers that the '319 patent speaks for itself. Except as  
18 expressly admitted, the remaining allegations of paragraph 97 are denied.

19 98. Admitted that paragraph 98 accurately quotes from the '319 patent at  
20 22:12-24. The remaining allegations of paragraph 98 are denied.

21 99. Comcast avers that paragraph 99 quotes from the '319 patent at 22:25-  
22 39, and not from 22:12-39 as indicated in the paragraph. Comcast admits that the  
23 quoted language otherwise accurately reflects the language from the '319 patent.  
24 The remaining allegations of paragraph 99 are denied.



1           100. Admitted that paragraph 100 accurately quotes from the '319 patent at  
2 22:47-23:12. The remaining allegations of paragraph 100 are denied.

3           101. Admitted that paragraph 101 accurately quotes from the '319 patent at  
4 23:13-21. Comcast admits that paragraph 101 accurately depicts Figure 18d from  
5 the '319 patent. The remaining allegations of paragraph 101 are denied.

6           102. Admitted that paragraph 102 accurately quotes from the '319 patent at  
7 25:16-38. The remaining allegations of paragraph 102 are denied.

8                           Historical Context of the '319 Patent

9           103. Comcast lacks knowledge or information sufficient to form a belief as  
10 to the truth of the allegations in paragraph 103, and therefore denies the same. To  
11 the extent that any allegation in paragraph 103 is intended to establish patent  
12 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

13           104. Comcast lacks knowledge or information sufficient to form a belief as  
14 to the truth of the allegations in paragraph 104, and therefore denies the same. To  
15 the extent that any allegation in paragraph 104 is intended to establish patent  
16 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

17           105. Comcast lacks knowledge or information sufficient to form a belief as  
18 to the truth of the allegations in paragraph 105, and therefore denies the same. To  
19 the extent that any allegation in paragraph 105 is intended to establish patent  
20 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

21           106. Comcast lacks knowledge or information sufficient to form a belief as  
22 to the truth of the allegations in paragraph 106, and therefore denies the same. To  
23 the extent that any allegation in paragraph 106 is intended to establish patent  
24 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

1 107. Denied.

2 '319 Patent Allegations

3 108. Admitted that Comcast offers a feature referred to as X1 AnyRoom  
4 DVR. The remaining allegations of paragraph 108 are denied.

5 109. Denied that Comcast infringes any valid and enforceable claim of the  
6 '319 patent.

7 110. Denied that Comcast infringes any valid and enforceable claim of the  
8 '319 patent.

9 111. Comcast avers that no answer to paragraph 111 is required. To the  
10 extent any allegation in paragraph 111 is intended as a basis for liability as to  
11 Comcast, it is denied.

12 112. Denied.

13 113. Admitted that the Xfinity website provides a page titled "X1  
14 AnyRoom DVR – What it is and How it Works" and that paragraph 113 accurately  
15 quotes from that page. Comcast admits that it provides information on the use of  
16 the X1 AnyRoom DVR feature. The remaining allegations of paragraph 113 are  
17 denied.

18 114. Denied.

19 115. Comcast avers that no answer to paragraph 115 is required. To the  
20 extent any answer is required, Comcast denies the allegations in paragraph 115.

21 116. Denied.

22 117. Denied.

23 118. Denied.

**SECOND CLAIM FOR RELIEF**

**U.S. PATENT NO. 8,448,215**

119. Comcast incorporates by reference its responses contained in paragraphs 1-118 above as though fully set forth herein.

120. Denied.

121. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 121, and therefore denies the same.

122. Admitted that a document purporting to be the '215 patent is attached to the Amended Complaint as Exhibit B.

**The '215 Patent**

123. Comcast avers that the '215 Patent speaks for itself. The remaining allegations of paragraph 123 are denied.

124. Admitted that paragraph 124 accurately quotes from the '215 patent at 13:44-59. The remaining allegations of paragraph 124 are denied.

125. Admitted that paragraph 125 accurately quotes from the '215 patent at 13:60-14:3. The remaining allegations of paragraph 125 are denied.

126. Admitted that paragraph 126 accurately quotes from the '215 patent at 4:52-61. The remaining allegations of paragraph 126 are denied.

127. Admitted that paragraph 127 accurately depicts Figure 1 from the '215 patent. The remaining allegations of paragraph 127 are denied.

**Historical Context of the '215 Patent**

128. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 128, and therefore denies the same. To

1 the extent that any allegation in paragraph 128 is intended to establish patent  
2 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

3 129. Comcast lacks knowledge or information sufficient to form a belief as  
4 to the truth of the allegations in paragraph 129, and therefore denies the same. To  
5 the extent that any allegation in paragraph 129 is intended to establish patent  
6 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

7 130. Comcast lacks knowledge or information sufficient to form a belief as  
8 to the truth of the allegations in paragraph 130, and therefore denies the same. To  
9 the extent that any allegation in paragraph 130 is intended to establish patent  
10 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

11 131. Denied.

12 '215 Patent Allegations

13 132. Admitted that Comcast offers a “Download” feature on its Xfinity  
14 Stream app. The remaining allegations of paragraph 132 are denied.

15 133. Denied that Comcast infringes any valid and enforceable claim of the  
16 '215 patent.

17 134. Denied that Comcast infringes any valid and enforceable claim of the  
18 '215 patent.

19 135. Admitted that Rovi provided Comcast with notice of the '215 Patent  
20 in September 2014. The remaining allegations of paragraph 135 are denied.

21 136. Admitted that in April 2015, Rovi shared with Comcast a list of  
22 patents, including the '215 Patent. The remaining allegations of paragraph 136 are  
23 denied.  
24  
25

1           137. Comcast avers that no answer to paragraph 137 is required. To the  
2 extent any allegation in paragraph 137 is intended as a basis for liability as to  
3 Comcast, it is denied.

4           138. Denied.

5           139. Admitted that the sources cited in footnotes 31 and 32 are accurately  
6 quoted in paragraph 139. The remaining allegations of paragraph 139 are denied.

7           140. Denied.

8           141. Comcast avers that no answer to paragraph 141 is required. To the  
9 extent any answer is required, Comcast denies the allegations in paragraph 141.

10          142. Denied.

11          143. Denied.

12          144. Denied.

13          145. Denied.

14                           **THIRD CLAIM FOR RELIEF**

15                           **U.S. PATENT NO. 8,973,069**

16          146. Comcast incorporates by reference its responses contained in  
17 paragraphs 1-145 above as though fully set forth herein.

18          147. Denied.

19          148. Comcast lacks knowledge or information sufficient to form a belief as  
20 to the truth of the allegations in paragraph 148, and therefore denies the same.

21          149. Admitted that a document purporting to be the '069 patent is attached  
22 to the Amended Complaint as Exhibit C.

The '069 Patent

150. Comcast avers that the '069 Patent speaks for itself. The remaining allegations of paragraph 150 are denied.

151. Admitted that paragraph 151 accurately quotes from the '069 Patent at 10:27-39. The remaining allegations of paragraph 151 are denied.

152. Admitted that paragraph 152 accurately quotes from the '069 Patent at 11:10-22. The remaining allegations of paragraph 152 are denied.

153. Admitted that paragraph 153 accurately quotes from the '069 Patent at 11:51-12:3. The remaining allegations of paragraph 153 are denied.

154. Admitted that paragraph 154 accurately depicts Figure 7B from the '069 patent. Comcast admits that paragraph 154 accurately quotes from the '069 Patent at 10:54-63. The remaining allegations of paragraph 154 are denied.

155. Admitted that paragraph 155 accurately quotes from the '069 Patent at 10:64-11:9. The remaining allegations of paragraph 155 are denied.

Historical Context of the '069 Patent

156. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 156, and therefore denies the same. To the extent that any allegation in paragraph 156 is intended to establish patent eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

157. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 157, and therefore denies the same. To the extent that any allegation in paragraph 157 is intended to establish patent eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

158. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 158, and therefore denies the same. To the extent that any allegation in paragraph 158 is intended to establish patent eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

159. Denied.

## '069 Patent Allegations

160. Admitted that Comcast offers features referred to as “AnyRoom DVR” and “Xfinity Stream.” The remaining allegations of paragraph 160 are denied.

161. Denied that Comcast infringes any valid and enforceable claim of the '069 patent.

162. Denied that Comcast infringes any valid and enforceable claim of the '069 patent.

163. Comcast avers that no answer to paragraph 163 is required. To the extent any allegation in paragraph 163 is intended as a basis for liability as to Comcast, it is denied.

164. Denied.

165. Admitted that the webpages cited in footnotes 37 and 38 are accurately quoted in paragraph 165. The remaining allegations of paragraph 165 are denied.

166. Denied.

167. Comcast avers that no answer to paragraph 167 is required. To the extent any answer is required, Comcast denies the allegations in paragraph 167.

168. Denied.

1 169. Denied.

2 170. Denied.

3 **FOURTH CLAIM FOR RELIEF**

4 **U.S. PATENT NO. 7,873,978**

5 171. Comcast incorporates by reference its responses contained in  
6 paragraphs 1-170 above as though fully set forth herein.

7 172. Denied.

8 173. Comcast lacks knowledge or information sufficient to form a belief as  
9 to the truth of the allegations in paragraph 173, and therefore denies the same.

10 174. Admitted that a document purporting to be the '978 patent is attached  
11 to the Amended Complaint as Exhibit D.

12 **The '978 Patent**

13 175. Comcast avers that the '978 patent speaks for itself. The remaining  
14 allegations of paragraph 175 are denied.

15 176. Admitted that paragraph 176 accurately quotes from the '978 patent at  
16 8:40-53. The remaining allegations of paragraph 176 are denied.

17 177. Admitted that paragraph 177 accurately quotes from the '978 patent at  
18 8:54-9:5. The remaining allegations of paragraph 177 are denied.

19 178. Admitted that paragraph 178 accurately depicts Figure 2e from the  
20 '978 patent. The remaining allegations of paragraph 178 are denied.

21 179. Admitted that paragraph 179 accurately quotes from the '978 patent at  
22 11:65-12:14. The remaining allegations of paragraph 179 are denied.



1                                    Historical Context of the '978 Patent

2            180. Comcast lacks knowledge or information sufficient to form a belief as  
3 to the truth of the allegations in paragraph 180, and therefore denies the same. To  
4 the extent that any allegation in paragraph 180 is intended to establish patent  
5 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

6            181. Comcast lacks knowledge or information sufficient to form a belief as  
7 to the truth of the allegations in paragraph 181, and therefore denies the same. To  
8 the extent that any allegation in paragraph 181 is intended to establish patent  
9 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

10           182. Comcast lacks knowledge or information sufficient to form a belief as  
11 to the truth of the allegations in paragraph 182, and therefore denies the same. To  
12 the extent that any allegation in paragraph 182 is intended to establish patent  
13 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

14           183. Comcast lacks knowledge or information sufficient to form a belief as  
15 to the truth of the allegations in paragraph 183, and therefore denies the same. To  
16 the extent that any allegation in paragraph 183 is intended to establish patent  
17 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

18           184. Denied.

19                                    '978 Patent Allegations

20           185. Admitted that Comcast offers a “Download” feature on its Xfinity  
21 Stream app. The remaining allegations of paragraph 185 are denied.

22           186. Denied that Comcast infringes any valid and enforceable claim of the  
23 '978 patent.

1           187. Denied that Comcast infringes any valid and enforceable claim of the  
2 '978 patent.

3           188. Admitted that Rovi provided Comcast with notice of the '978 patent  
4 prior to the filing of this case. The remaining allegations of paragraph 188 are  
5 denied.

6           189. Admitted that Rovi provided Comcast with a list of patents in April  
7 2015, which included the '978 patent. The remaining allegations of paragraph 189  
8 are denied.

9           190. Comcast avers that no answer to paragraph 190 is required. To the  
10 extent that any allegation in paragraph 190 is intended as a basis for liability as to  
11 Comcast, it is denied.

12           191. Denied.

13           192. Admitted that the website cited in footnote 40 is accurately quoted in  
14 paragraph 192. The remaining allegations of paragraph 192 are denied.

15           193. Denied.

16           194. Comcast avers that no answer to paragraph 194 is required. To the  
17 extent that any answer is required, Comcast denies the allegations in paragraph  
18 194.

19           195. Denied.

20           196. Denied.

21           197. Denied.

22           198. Denied.

**FIFTH CLAIM FOR RELIEF**

**PATENT NO. 9,232,254**

199. Comcast incorporates by reference its responses contained in paragraphs 1-198 above as though fully set forth herein.

200. Denied.

201. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 201, and therefore denies the same.

202. Admitted that a document purporting to be the '254 patent is attached to the Amended Complaint as Exhibit E.

**The '254 Patent**

203. Comcast avers that the '254 patent speaks for itself. The remaining allegations of paragraph 203 are denied.

204. Admitted that paragraph 204 accurately quotes from the '254 patent at 8:47-60. The remaining allegations of paragraph 204 are denied.

205. Admitted that paragraph 205 accurately quotes from the '254 patent at 8:61-9:7. The remaining allegations of paragraph 205 are denied.

206. Admitted that paragraph 206 accurately quotes from the '254 patent at 22:45-63. The remaining allegations of paragraph 206 are denied.

207. Admitted that paragraph 207 accurately quotes from the '254 patent at 23:11-25. The remaining allegations of paragraph 207 are denied.

208. Admitted that paragraph 208 accurately depicts Figure 18d from the '254 patent. The remaining allegations of paragraph 208 are denied.

1                                    Historical Context of the '254 Patent

2            209. Comcast lacks knowledge or information sufficient to form a belief as  
3 to the truth of the allegations in paragraph 209, and therefore denies the same. To  
4 the extent that any allegation in paragraph 209 is intended to establish patent  
5 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

6            210. Comcast lacks knowledge or information sufficient to form a belief as  
7 to the truth of the allegations in paragraph 210, and therefore denies the same. To  
8 the extent that any allegation in paragraph 210 is intended to establish patent  
9 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

10           211. Comcast lacks knowledge or information sufficient to form a belief as  
11 to the truth of the allegations in paragraph 211, and therefore denies the same. To  
12 the extent that any allegation in paragraph 211 is intended to establish patent  
13 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

14           212. Comcast lacks knowledge or information sufficient to form a belief as  
15 to the truth of the allegations in paragraph 212, and therefore denies the same. To  
16 the extent that any allegation in paragraph 212 is intended to establish patent  
17 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

18           213. Denied.

19                                    '254 Patent Allegations

20           214. Admitted that Comcast offers a feature referred to as X1 Cloud DVR.  
21 The remaining allegations of paragraph 214 are denied.

22           215. Denied that Comcast infringes any valid and enforceable claim of the  
23 '254 patent.

1           216. Denied that Comcast infringes any valid and enforceable claim of the  
2 '254 patent.

3           217. Comcast avers that no answer to paragraph 217 is required. To the  
4 extent that any allegation in paragraph 217 is intended as a basis for liability as to  
5 Comcast, it is denied.

6           218. Denied.

7           219. Admitted that the Xfinity website provides a page titled "Record and  
8 Play Back Programs with X1 Cloud DVR" and that paragraph 219 accurately  
9 quotes from that page. Comcast admits that it provides information on the use of  
10 the X1 Cloud DVR system. The remaining allegations of paragraph 219 are  
11 denied.

12           220. Denied.

13           221. Comcast avers that no answer to paragraph 221 is required. To the  
14 extent that any answer is required, Comcast denies the allegations in paragraph  
15 221.

16           222. Denied.

17           223. Denied.

18           224. Denied.

19                           **SIXTH CLAIM FOR RELIEF**

20                           **U.S. PATENT NO. 8,272,019**

21           225. Comcast incorporates by reference its responses contained in  
22 paragraphs 1-224 above as though fully set forth herein.

23           226. Denied.  
24  
25

227. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 227, and therefore denies the same.

228. Admitted that a document purporting to be the '019 patent is attached to the Amended Complaint as Exhibit F.

## The '019 Patent

229. Comcast avers that the '019 patent speaks for itself. The remaining allegations of paragraph 229 are denied.

230. Admitted that paragraph 230 accurately quotes from the '019 patent at 3:1-21. The remaining allegations of paragraph 230 are denied.

231. Admitted that paragraph 231 accurately quotes from the '019 patent at 8:57-9:8. The remaining allegations of paragraph 231 are denied.

232. Admitted that paragraph 232 accurately quotes from the '019 patent at 9:9-37. The remaining allegations of paragraph 232 are denied.

233. Admitted that paragraph 233 accurately quotes from the '019 patent at 27:43-58. The remaining allegations of paragraph 233 are denied.

234. Admitted that paragraph 234 accurately quotes from the '019 patent at 27:59-28:7. The remaining allegations of paragraph 234 are denied.

## Historical Context of the '019 Patent

235. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 235, and therefore denies the same. To the extent that any allegation in paragraph 235 is intended to establish patent eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

236. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 236, and therefore denies the same. To

1 the extent that any allegation in paragraph 236 is intended to establish patent  
2 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

3 237. Comcast lacks knowledge or information sufficient to form a belief as  
4 to the truth of the allegations in paragraph 237, and therefore denies the same. To  
5 the extent that any allegation in paragraph 237 is intended to establish patent  
6 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

7 238. Comcast lacks knowledge or information sufficient to form a belief as  
8 to the truth of the allegations in paragraph 238, and therefore denies the same. To  
9 the extent that any allegation in paragraph 238 is intended to establish patent  
10 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

11 239. Denied.

12 '019 Patent Allegations

13 240. Admitted that Comcast offers a feature referred to as X1 Cloud DVR.  
14 The remaining allegations of paragraph 240 are denied.

15 241. Denied that Comcast infringes any valid and enforceable claim of the  
16 '019 patent.

17 242. Denied that Comcast infringes any valid and enforceable claim of the  
18 '019 patent.

19 243. Admitted that Rovi provided Comcast with notice of the '019 patent  
20 prior to the filing of this case. The remaining allegations of paragraph 243 are  
21 denied.

22 244. Admitted that Rovi provided Comcast with a list of patents in April  
23 2015, which included the '019 patent. The remaining allegations of paragraph 244  
24 are denied.

1           245. Comcast avers that no answer to paragraph 245 is required. To the  
2 extent that any allegation in paragraph 245 is intended as a basis for liability as to  
3 Comcast, it is denied.

4           246. Denied.

5           247. Admitted that the Xfinity website provides a webpage titled “X1  
6 Cloud DVR FAQs” and that Comcast provides information on the use of X1 Cloud  
7 DVR. The remaining allegations of paragraph 247 are denied.

8           248. Denied.

9           249. Comcast avers that no answer to paragraph 249 is required. To the  
10 extent that any answer is required, Comcast denies the allegations in paragraph  
11 249.

12          250. Denied.

13          251. Denied.

14          252. Denied.

15          253. Denied.

16                                   **SEVENTH CLAIM FOR RELIEF**

17                                   **U.S. PATENT NO. 7,735,107**

18          254. Comcast incorporates by reference its responses contained in  
19 paragraphs 1-253 above as though fully set forth herein.

20          255. Denied.

21          256. Comcast lacks knowledge or information sufficient to form a belief as  
22 to the truth of the allegations in paragraph 256, and therefore denies the same.

23          257. Admitted that a document purporting to be the ’107 patent is attached  
24 to the Amended Complaint as Exhibit G.



The '107 Patent

258. Comcast avers that the '107 patent speaks for itself. The remaining allegations of paragraph 258 are denied.

259. Admitted that paragraph 259 accurately quotes from the '107 patent at 5:60-6:10. The remaining allegations of paragraph 259 are denied.

260. Admitted that paragraph 260 accurately quotes from the '107 patent at 6:33-41. The remaining allegations of paragraph 260 are denied.

261. Admitted that paragraph 261 accurately quotes from the '107 patent at 2:63-3:12. The remaining allegations of paragraph 261 are denied.

262. Admitted that paragraph 262 accurately quotes from the '107 patent at 8:37-50. The remaining allegations of paragraph 262 are denied.

Historical Context of the '107 Patent

263. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 263, and therefore denies the same. To the extent that any allegation in paragraph 263 is intended to establish patent eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

264. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 264, and therefore denies the same. To the extent that any allegation in paragraph 264 is intended to establish patent eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

265. Comcast lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 265, and therefore denies the same. To the extent that any allegation in paragraph 265 is intended to establish patent eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

1           266. Comcast lacks knowledge or information sufficient to form a belief as  
2 to the truth of the allegations in paragraph 265, and therefore denies the same. To  
3 the extent that any allegation in paragraph 265 is intended to establish patent  
4 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

5           267. Denied.

6                                   '107 Patent Allegations

7           268. Admitted that Comcast offers a feature that allows a subscriber to start  
8 certain shows from the beginning. The remaining allegations of paragraph 268 are  
9 denied.

10          269. Denied that Comcast infringes any valid and enforceable claim of the  
11 '107 patent.

12          270. Denied that Comcast infringes any valid and enforceable claim of the  
13 '107 patent.

14          271. Admitted that Rovi provided Comcast with notice of the '107 patent  
15 prior to the filing of this case. The remaining allegations of paragraph 271 are  
16 denied.

17          272. Admitted that Rovi provided Comcast with a list of patents in April  
18 2015, which included the '107 patent. The remaining allegations of paragraph 272  
19 are denied.

20          273. Comcast avers that no answer to paragraph 273 is required. To the  
21 extent that any allegation in paragraph 273 is intended as a basis for liability as to  
22 Comcast, it is denied.

23          274. Denied.  
24  
25

1           275. Admitted that the source cited in footnote 48 includes discussion of a  
2 restart option. The remaining allegations of paragraph 275 are denied.

3           276. Admitted that the source cited in footnote 49 includes discussion  
4 regarding an option referred to as “Restart Show Command.” The remaining  
5 allegations of paragraph 276 are denied.

6           277. Comcast avers that no answer to paragraph 277 is required. To the  
7 extent that any answer is required, Comcast denies the allegations in paragraph  
8 277.

9           278. Denied.

10          279. Denied.

11          280. Denied.

12          281. Denied.

13                                   **EIGHTH CLAIM FOR RELIEF**

14                                   **U.S. PATENT NO. 9,118,948**

15          282. Comcast incorporates by reference its responses contained in  
16 paragraphs 1-281 above as though fully set forth herein.

17          283. Denied.

18          284. Comcast lacks knowledge or information sufficient to form a belief as  
19 to the truth of the allegations in paragraph 284, and therefore denies the same.

20          285. Admitted that a document purporting to be the '948 Patent is attached  
21 to the Amended Complaint as Exhibit H.

22                                   **The '948 Patent**

23          286. Comcast avers that the '948 Patent speaks for itself. The remaining  
24 allegations of paragraph 286 are denied.

1           287. Admitted that paragraph 287 accurately quotes from the '948 Patent at  
2 22:10-19. The remaining allegations of paragraph 287 are denied.

3           288. Admitted that paragraph 288 accurately quotes from the '948 Patent at  
4 8:47-55. The remaining allegations of paragraph 288 are denied.

5           289. Admitted that paragraph 289 accurately quotes from the '948 Patent at  
6 8:61-65. The remaining allegations of paragraph 289 are denied.

7           290. Admitted that paragraph 290 accurately quotes from the '948 Patent at  
8 9:14-23. The remaining allegations of paragraph 290 are denied.

9           291. Admitted that paragraph 291 accurately quotes from the '948 Patent at  
10 22:23-34. The remaining allegations of paragraph 291 are denied.

11           292. Admitted that paragraph 292 accurately depicts Figure 5 from the  
12 '948 patent. The remaining allegations of paragraph 292 are denied.

13           293. Admitted that paragraph 293 accurately quotes from the '948 Patent at  
14 11:26-47. The remaining allegations of paragraph 293 are denied.

15                           Historical Context of the '948 Patent

16           294. Comcast lacks knowledge or information sufficient to form a belief as  
17 to the truth of the allegations in paragraph 294, and therefore denies the same. To  
18 the extent that any allegation in paragraph 294 is intended to establish patent  
19 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

20           295. Comcast lacks knowledge or information sufficient to form a belief as  
21 to the truth of the allegations in paragraph 295, and therefore denies the same. To  
22 the extent that any allegation in paragraph 295 is intended to establish patent  
23 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

1           296. Comcast lacks knowledge or information sufficient to form a belief as  
2 to the truth of the allegations in paragraph 296, and therefore denies the same. To  
3 the extent that any allegation in paragraph 296 is intended to establish patent  
4 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

5           297. Comcast lacks knowledge or information sufficient to form a belief as  
6 to the truth of the allegations in paragraph 297, and therefore denies the same. To  
7 the extent that any allegation in paragraph 297 is intended to establish patent  
8 eligibility under 35 U.S.C. §§ 101, 102 and 103, it is denied.

9           298. Denied.

10                                   '948 Patent Allegations

11           299. Admitted that Comcast offers a feature referred to as X1 Cloud DVR.  
12 The remaining allegations of paragraph 299 are denied.

13           300. Denied that Comcast infringes any valid and enforceable claim of the  
14 '948 patent.

15           301. Denied that Comcast infringes any valid and enforceable claim of the  
16 '948 patent.

17           302. Comcast avers that no answer to paragraph 302 is required. To the  
18 extent any allegation in paragraph 302 is intended as a basis for liability as to  
19 Comcast, it is denied.

20           303. Denied.

21           304. Admitted that the Xfinity website, as cited in footnote 51, provides  
22 information relating to X1 Cloud DVR and that paragraph 304 accurately quotes  
23 from the cited page. Admitted that the Xfinity website cited in footnote 51  
24  
25

1 provides an overview relating to Comcast's X1 Cloud DVR feature. The  
2 remaining allegations of paragraph 304 are denied.

3 305. Denied.

4 306. Comcast avers that no answer to paragraph 306 is required. To the  
5 extent any answer is required, Comcast denies the allegations in paragraph 306.

6 307. Denied.

7 308. Denied.

8 309. Denied.

9 **GENERAL DENIAL**

10 Comcast denies each and every allegation of the Amended Complaint,  
11 including Plaintiff's Prayer for Relief, which herein has been neither admitted nor  
12 controverted.

13 **DEFENSES**

14 Comcast alleges and asserts the following defenses in response to Plaintiff's  
15 allegations, undertaking the burden of proof only as to those defenses deemed  
16 affirmative defenses by law, regardless of how such defenses are denominated  
17 herein. Comcast reserves the right to allege additional defenses as they become  
18 known through the course of discovery.

19 **First Defense**

20 Comcast has not infringed, and does not infringe, directly or indirectly,  
21 literally or under the doctrine of equivalents, any valid and enforceable claim of  
22 the Asserted Patents.

## Second Defense

The asserted claims of the Asserted Patents are invalid for failure to comply with the requirements of the patent laws of the United States, including provisions of 35 U.S.C. §§ 101, 102, 103 and 112.

### Third Defense

To the extent that Plaintiff alleges a claim for infringement of any of the Asserted Patents based on the doctrine of equivalents, it is barred under the doctrine of prosecution history estoppel and/or other limits to the doctrine of equivalents, and Plaintiff is estopped from claiming that such patents cover any accused Comcast method, system and/or product.

## Fourth Defense

On information and belief, Plaintiff has failed to comply with the requirements of 35 U.S.C. § 287, based on, but not limited to, their failure to mark products covered by the claims of the Asserted Patents and/or their licensees' failure to mark products covered by the claims of the Asserted Patents.

## Fifth Defense

Venue in the Central District of California is improper with respect to Comcast Corporation, Comcast Holdings Corporation and NBCUniversal Shared Services (formerly known as Comcast Shared Services, LLC).

## Sixth Defense

The Central District of California lacks personal jurisdiction over Comcast Corporation, Comcast Holdings Corporation and NBCUniversal Shared Services (formerly known as Comcast Shared Services, LLC).

1 Seventh Defense

2 Plaintiff's claims of patent infringement relating to any set-top boxes  
3 purchased by Comcast prior to April 1, 2016, are barred under the doctrine of  
4 patent exhaustion.

5 Eighth Defense

6 Plaintiff's Amended Complaint fails to state any claim upon which relief  
7 may be granted.

8  
9 Dated: March 21, 2019

Respectfully submitted,

10 DAVIS POLK & WARDWELL LLP

11  
12 /s/ David J. Lisson

13 Ashok Ramani (SBN 200020)  
ashok.ramani@davispolk.com  
14 David J. Lisson (SBN 250994)  
david.lisson@davispolk.com  
15 Micah G. Block (SBN 270712)  
micah.block@davispolk.com  
16 Gareth E. DeWalt (SBN 261479)  
gareth.dewalt@davispolk.com  
17 Philip T. Sheng (SBN 278422)  
philip.sheng@davispolk.com  
18 Serge A. Voronov (SBN 298655)  
serge.voronov@davispolk.com  
19 1600 El Camino Real  
20 Menlo Park, California 94025  
21 Telephone: (650) 752-2000  
Facsimile: (650) 752-2111

22 *Attorneys for Defendants*  
23  
24  
25